



## *Report to the Auburn City Council*

Action Item

Agenda Item No.

10

City Manager's Approval

**To:** Mayor and City Council Members  
**From:** Stephanie Snyder, City Clerk  
Amy M. Lind, CMC, Deputy/Assistant City Clerk  
**Date:** May 12, 2014  
**Subject:** City Clerk's Office Update

### The Issue

This is an annual report on the operations of the City Clerk's Office that also asks the City Council for approval to proceed with modernizing upgrades to include software, services and related hardware.

### Conclusion and Recommendation

Accept report on the City Clerk's Office and operations, and approve by resolution for staff to continue modernizing the office with a cloud-based content management system and related equipment for the City Council Chambers, using currently budgeted funds for immediate one-time expenditures and including ongoing service fees and minor equipment purchases in the FY 2014-15 budget.

### Background

Last year, the City Clerk's Office set the precedent to bring annual informational reports on office operations consistent with the City Council's expectations of other City departments. This report will build on plans outlined last year and explain where we hope to go next so that the office is always progressing, in accordance with Council's desires and the public's expectations.

We previously reported to you that, within the first three months of 2013, the Clerk's Office had launched a proactive community outreach tool, our electronic bulletin of timely short "stories" known as *FastNews*. Except for a minor hiatus a few months ago, we continue to produce and send this newsletter out an average of two times each month to a subscription list of almost 300 people (including City staff). The City website does not allow metrics for hits, so we currently have no way of knowing the size of the readership not *directly* receiving the two-page piece from us. Feedback to date is anecdotal and infrequent but overwhelmingly positive.

By the end of 2014, we expect to have produced almost 40 bulletins, and are always evaluating to improve content and timely delivery of information. We are cognizant that our mission is to have Auburnites feel like they know more about what's happening in the City Hallways, giving them key information they need and want to know. As reported last year shortly after the launch, we seem to be hitting the mark.

There were two additional projects reported on the Clerk's Office radar screen last year that require updates. One was an upgrade of the physical technology in the City Council Chambers. With a goal of more reliable and efficient work products, we anticipated that this would be an easily attainable goal and meet the needs of all those who use the Chambers and are responsible for maintaining public records of the actions that take place here. The second project was an assessment for purchasing and implementing both an agenda and a document management system.

Our research and demonstrations over the past year included review of systems used by 29 California cities for agenda and document management and video streaming of City Council meetings, involving many different vendors. We learned that separating the agenda management from the document management needs was critical to getting clarity on our particular needs and ensuring a positive customer outcome. For a City of our size, our final conclusion is that an electronic agenda management system at this time would NOT enhance our effectiveness. Rather, we can still process our agenda using current technology but will enhance efficiency and make tremendous forward movement by placing documents into a cloud-based *content* management system whose services are provided for a monthly service fee with no upfront hardware purchase.

Going forward, the Granicus Open Government Platform recommended will allow increased accessibility and transparency with:

- Key word search capability for all documents (agendas, minutes, etc.) placed on the platform
- Unlimited content storage and distribution
- Ease of digitally indexing archived video of the Council meetings to the appropriate agenda
- Ability to use an iPad for a paperless agenda environment, if and when desired

Video streaming of meetings through the City's website, in addition to the production shown on Auburn Community Television (ACTV), is not a direct byproduct of Granicus but the indexed archived video capability will allow improved citizen accessibility and transparency of government. The quality of the product streamed through the website will be upgraded by the purchase of specific City-owned equipment (camera, remote camera shot director, audio and video mixing boards and a DVD recorder) that will continue to be operated by ACTV. The existing public address system will continue to be used, but the use of a new, dedicated laptop computer at the dais will tie into the new system and replace the existing and outdated tape recorder.

The proposed equipment will also meet the needs of the Planning Commission and staff who will not have video but will be able to benefit from the cloud-based content management searchability. In addition, a new printer will facilitate production of documents following Council action. All recommended changes will meet the City Clerk's statutory responsibility to maintain and preserve official records.

Before gathering this data and analyzing options, we believed that it was logical to also launch right into the purchase of a document management system. However, we do not recommend taking that step at this time. It is a serious investment and one that we will want to venture into in the near future in order to scan historical documents, now defined as anything on record immediately prior to placing our work onto the cloud-based platform! Using the Granicus product will not impede, but will rather complement, adding a future document management system when we choose to move in that direction. At this time, it appears to be prudent to make the suggested changes and gain a level of capability and comfort before moving into another system.

In conclusion, it is also very important to again note that the projects discussed in this report are being researched, worked on and fine-tuned *in addition to* the everyday, normal work of the City Clerk's Office. We continue to meet our ongoing, statutory responsibilities with the timely attention, precision and skill that the City Council and Auburn citizens expect and deserve. In the recent past, you are also aware that the City Clerk's Office provided significant administrative support to the Interim City Manager as part of the transition.

Your support for the recommended actions will continue our momentum in modernizing the Auburn City Clerk's Office in a thoughtful and methodical manner, and allow citizens to begin seeing these changes for more efficient and effective operations within the next few months.

### **Alternatives Available to Council**

Do not approve the resolution authorizing the City Manager to approve the purchase of equipment from currently budgeted funds, and continue using technology and labor as it existed in the past.

### **Fiscal Impacts**

None for FY 2013-14 since it is expected that the aggregate of one-time equipment purchases will not exceed \$10,000 and can be made from \$15,000 currently budgeted for the intended capital purchases. Service fees for the FY 2014-15 budget require entering into a service agreement not to exceed \$6,000 in the first year, with minor increases expected at annual renewal times.

## PROFESSIONAL SERVICES AGREEMENT

(City of Auburn / Granicus, Inc.)

### 1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Auburn a California municipal corporation ("City") and Granicus, Inc. a California Corporation ("Consultant").

### 2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: streaming media solutions specializing in Internet broadcasting, and related support services; and
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

### 3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's May 8, 2014 proposal to City attached hereto as **Exhibit A** and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's May 8, 2014 fee schedule to City attached hereto as **Exhibit B** and incorporated herein by this reference.
- 3.3 "Commencement Date": May 30, 2014.
- 3.4 "Expiration Date": ongoing, month to month agreement.

### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below.

## **5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of \$6,000 annually unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code Section 1090, and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The City Clerk's Office shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.6 Consultant has represented to the City that key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.7 Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

## **6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

## **7. PREVAILING WAGES**

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

## **8. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## **9. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

#### **10. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

#### **11. INDEMNIFICATION**

- 11.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 11.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 11.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 11 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 11.4 The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 11.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 11.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## **12. INSURANCE**

- 12.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 12.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.



- 12.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 12.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 12.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 12.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 12.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 12.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 12.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 12.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 12.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- 12.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 12.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 12.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 11 of this Agreement.
- 12.2 Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under the Agreement.

### **13. MUTUAL COOPERATION**

- 13.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

### **14. RECORDS AND INSPECTIONS**

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

#### **15. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

#### **16. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

**If to City**

City of Auburn  
1225 Lincoln Way  
Auburn CA 95603  
Telephone: (530) 823-4211 x 112  
Facsimile: (530) 823-4216

**If to Consultant:**

*Granicus, Inc.*  
600 Harrison Street, Ste 120  
San Francisco, CA 94107  
Telephone: 415.967.5573

**With courtesy copy to:**

Michael G. Colantuono, Esq.  
Auburn City Attorney  
Colantuono, Highsmith & Whatley  
11364 Pleasant Valley Road  
Penn Valley, CA 95946  
Telephone: (530) 432-7357  
Facsimile: (530) 432-7356

#### **17. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 10, Section 11, Paragraph 13.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

## **18. TERMINATION**

- 18.1 City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 18.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

## **19. GENERAL PROVISIONS**

- 19.1 Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 19.2 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.3 This Agreement shall be binding on the successors and assigns of the parties.
- 19.4 Except as expressly stated herein, there is no intended third party beneficiary of any right or obligation assumed by the parties.
- 19.5 Time is of the essence for each and every provision of this Agreement.
- 19.6 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color,

creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

- 19.7 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 19.8 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 19.9 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.10 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Placer County, California and Consultant hereby consents to jurisdiction in Placer County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.11 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held

invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19.12 This Agreement shall be governed and construed in accordance with the laws of the State of California.

19.13 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”**  
**City of Auburn**

**“Consultant”**  
**Granicus, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_  
*Name, Level of Officer e.g., Vice President*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Michael G. Colantuono, City Attorney

Date: \_\_\_\_\_

**EXHIBIT A**

**PROPOSAL**

[The remainder of this page is left blank intentionally.]



# City Council Agenda/Video Archives & Boards and Commissions Solution

**PRESENTED BY:** Josh Hurni, Granicus

**PRESENTED TO:** City of Auburn, CA

**DELIVERED ON:** May 08, 2014

**EXPIRES ON:** May 23, 2014



May 8, 2014

Dear Amy,

Thank you for considering Granicus, we're excited to support your government transparency initiative. It has been a pleasure to work with the City of Auburn over these past few months. We look forward to establishing a rewarding, long-term relationship with you.

On the following few pages, you will find a breakdown of the needs that we have uncovered, our proposed solution, some of our key differentiators, official pricing, and a checklist that outlines our next steps.

## Key Initiatives

During our conversations and assessment of Auburn's primary initiative, we discovered the following issues:

- No audio or video of council meetings on city website
- Recording audio on cassette makes it difficult for public to access
- Application process and tracking Committee and Commission appointees is duplicative and time consuming

## Solutions

We have discussed some specific ways to address the challenges Auburn is facing. Below is a list that I believe represents the best possible solutions.

- Audio and video of city council or other meeting body available from city website
- Digital recording of meetings enables people to watch on computer, phone or tablet
- Web based application that provides internal tracking

## Value or Impact of Success

We discussed how Auburn would measure and determine success with proposed Granicus solutions. The following were items that you wanted to achieve:

- Success Metric #1- TBD
- Success Metric #2-TBD
- Success Metric #3-TBD

## Plan

Auburn would like to "go live" with its first meeting by August 11, 2014. This will depend upon their ability to start their project no later than May 30, 2014.

Attached you will also find a default project plan that shows the standard duration of projects such as yours as well as the resources that you will need to have on hand during important phases of the project.

Over 1000 jurisdictions have selected Granicus as a partner to help them build trust with citizens, reduce staff time spent on processing meetings, and engage citizens in productive new ways. Granicus has over 35 years of government-focused experience which has allowed us to develop solutions with government in mind. We hope that you enjoy being part of the Granicus client family.



Kind Regards,

Josh Hurni  
Software Sales Executive  
Granicus, Inc

Item	Date	Contact
Technical Solution Review	Week of April 21, 2014	Amy Lind
Success Metrics Confirmed	May 2, 2014	Amy Lind
Project Approved	May 9, 2014	Amy Lind
Work Order Received	May 23, 2014	Amy Lind
Contract Executed	May 30, 2014	Amy Lind
Deployment	June 9, 2014	Amy Lind
Dedicated Account Manager Introduced	August 4, 2014	Amy Lind
Success Metrics Confirmed	December 31, 2014	Amy Lind

## Pricing Breakdown for your Solution

Hardware			
Name	Quantity	Unit (Upfront)	Total (Upfront)

Total Hardware Upfront: \$0.00

Software			
Name	Quantity	Unit (Monthly)	Total (Monthly)

Open Platform 1 \$149.00 \$149.00

Boards and Commissions 1 \$299.00 \$299.00

Total Software Monthly Cost: \$448.00

Training			
Name	Quantity	Unit (Upfront)	Total (Upfront)

Total Training Upfront: \$0.00

Installation, Configuration, Project Management			
Name	Quantity	Unit (Upfront)	Total (Upfront)

Total Installation Upfront: \$0.00

Total Upfront Cost: \$0.00

Total 1<sup>st</sup> Year Cost: \$5,376.00

Total Subsequent Year Cost: \$5,376.00

## Granicus® Open Platform

The Granicus® Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents. [Click here \(http://www.granicus.com/Solutions/Granicus-Open-Platform.aspx\)](http://www.granicus.com/Solutions/Granicus-Open-Platform.aspx) for more information on the Granicus Open Platform.

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- Live and on-demand streaming to mobile devices
- Create a paperless agenda environment with iLegislate® for the iPad

## Boards & Commissions

The Boards and Commissions app is designed to help government agencies easily manage government body appointments, vacancies, and citizen applications online. Now, the public can easily see what boards and commissions exist and take the opportunity to apply for open seats quickly from the web.

Traditionally, applying for boards and commissions is a paper-heavy and labor intensive process involving a lot of emails, phone calls, public notices, multiple systems and ongoing coordination throughout the year for governing bodies. This application simplifies the entire administrative process with online appointment workflows. There are even automated email form letters, and website widget builders to save time in the recruitment process.

Some of the key features it includes:

- Easily publish and promote open vacancies on their website and across social networks
- Customize and design your citizen application template and leverage a seamless integration to any government website
- Filter and qualify applicants using simple and effective search tools
- Auto-generate communications and follow up for all steps of the application & appointment process
- Intelligent dashboard for monitoring terms and vacancies with built in alert system
- Integrates seamlessly with Granicus' Legislative Management toolset



## Managed Services

Granicus provides a comprehensive Managed Services package with every solution to ensure long-lasting success with our technologies while maximizing your solution's performance. Our fully managed and hosted infrastructure offers unlimited bandwidth, storage and the highest security standards of your data through a cloud-based platform. Our remote, proactive systems monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance.

The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. You also receive continual access to advanced learning tools and the hands-on support, knowledge, and expertise of our skilled Support Engineers and Customer Advocacy professionals.

## Professional Services

In order to ensure a successful implementation and user experience, Granicus provides professional services with each solution. Below is a list of the requisite professional services for your solution.

### Open Platform

#### Deployment

The Media Manager site will be enabled and all initial configuration done, readying it for use.

#### Design Services

All standard templates will be adjusted to meet look, feel, and functionality needs.

#### Self-Paced eLearning

Access to an online training course library, providing a self-paced learning environment with unlimited uses will be provided.

### Government Transparency Suite

#### Agenda Template

A template for agenda data presentation will be adjusted to utilize best practices and automated workflow for your solution.

#### Player Template

A template for the video player will be adjusted to optimize meeting presentation and information.

**Government Transparency Suite**

View Page Template	A template for the view page will be adjusted to integrate the look and feel of your existing website.
Agenda Parser Configuration	The agenda parser will be set up to import necessary data elements from agendas for system use.
Live Manager Installation	The Live Manager will be remotely enabled and all initial configuration done, readying it for use.
Encoding Appliance Installation	The Encoding Appliance will be shipped and remotely configured.
Web Training Series	Primary users will be provided live web-based training by a Granicus certified trainer. There are three training sessions: basic pre-meeting & meeting, basic post-meeting, and a go-live refresher immediately prior to launch.

**VoteCast**

Installation	The preconfigured VoteCast Station, VoteCast Display, and Public Display will be remotely installed.
Workflow Configuration	VoteCast system settings will be adjusted based on workflow analysis calls.
Meeting Server Configuration	The backend settings will be configured based on network and infrastructure review to meet optimal systems needs.
Onsite Training	Two days of in-person training for clerks and staff, hands-on training for primary voting members is provided. Onsite go-live support is provided if the training coincides with the go-live date.

**Performance Accelerator**

Installation Services	The Performance Accelerator hardware will be shipped and remotely configured.
-----------------------	---



## Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:
  - Over 1,00 clients in all 50 states, at every level of government
  - Over 31 million government webcasts viewed
  - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Exclusive provider of the iLegislate iPad application that allows users to review agendas and supporting materials, bookmark and take notes on items, stream archived videos, and review community feedback
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen engagement services
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 98.5% client retention rating
- One of the 100 companies that matter most in online video by Streaming Media magazine
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies
- Client Success stories are available here: <http://www.granicus.com/Clients/Case-Studies.aspx>

## **EXHIBIT B**

### **Billing Information**

Quarterly billing for Managed Services for associated product suites shall begin upon completion of deployment of each suite. Client will be invoiced a pro-rated amount from the product suite deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

RESOLUTION NO. 14-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN  
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GRANICUS, INC  
AND APPROVING THE RELATED TECHNOLOGY PURCHASE  
-----

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn hereby accepts the report on the City Clerk's Office and operations, and authorizes staff to continue modernizing the office with a cloud-based content management system (Granicus, Inc.) and related equipment for the City Council Chambers, using currently budgeted funds for immediate one-time expenditures and including ongoing service fees and minor equipment purchases in the FY 2014-15 budget.

DATED: May 12, 2014

\_\_\_\_\_  
Bridget Powers, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie L. Snyder, City Clerk

I, Stephanie L. Snyder, City Clerk of the City of Auburn, hereby certify that the foregoing resolution was duly passed at a regular meeting of the City Council of the City of Auburn held on the 12<sup>th</sup> day of May, 2014 by the following vote on roll call:

Ayes:  
Noes:  
Absent:

\_\_\_\_\_  
Stephanie L. Snyder, City Clerk

(Page intentionally blank)